

GOVERNMENT OF MYSORE

FOOD, CIVIL SUPPLIES AND LABOUR DEPARTMENT.

Labour Dispute: Industrial Dispute between the workmen and the management of Pompe Bandara Estate, Hosur P.O. via Jayapura, Chikmagalur District.

Award of the District Judge and *Ex-Officio* Presiding Officer Labour Court, Chikmagalur published.

Read the following papers :

(1) Letter No. 10320/70 dated 18th December 1970 from Sri S. B. Sawkar, District Judge and *Ex-Officio* Presiding Officer, Labour Court, Chikmagalur.

IN THE COURT OF THE DISTRICT JUDGE AND *EX-OFFICIO* PRESIDING OFFICER, LABOUR COURT, CHIKMAGALUR.

Dated the 17th day of December 1970.

Present: Sri S. B. Sawkar, LL. B., Dist. Judge and *Ex-Officio* P. O., Labour Court.

Ref. No. 22/70.

Sri D. J. S. Monterio, Staff Member, Pompe Bandara Estate, Hosur P. O., represented by the Estates Staffs Union of South India, ESUSI HOUSE, Vijayapura, Chikmagalur.

....

... *I Party.*

Vs.

The Management, Pompe Bandara Estate, Hosur P. O., via Jayapura, Chikmagalur District.

....

....

... *II Party.*

Ref: No. 71/69 on the file of the Labour Court, Bangalore, since transferred and registered as reference No. 22/70. on the file of this Court.

Ref: No. FCL85, LLD 69, dated 2nd May 1969.

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ORDER

This is a reference made by the Government of Mysore, under the provisions of Sec. 10 (1) (c) of the Industrial Disputes Act 1947 (hereinafter referred to as the Act) of the dispute between the Workman (referred to as party No. 1) and Management of Pompe Bhandara Estate, Hosur Post *via* Jayapura, Chikmagalur District (referred to as party No. 2).

2. The points of dispute are :—

- (a) Is the management of Pompe Bhandara Estate justified in terminating the services of Sri D. J. S. Monterio, worker, with effect from 30-4-68?
- (b) If not, to what relief is Sri D. J. S. Monterio entitled?

3. The case of the first party is that he was working in the second party estate as a writer in charge as a permanent servant. The second party however terminated the services of the first party with effect from 30th April 1968 without any reason at all. Such a termination is illegal and the first party is entitled to reinstatement with back wages. The termination is done as a measure of victimisation and to deprive the employee of the legitimate benefits of salary and bonus as per rules.

4. The second party by its contentions among other things stated that as per the terms of the appointment letter issued to the first party his appointment was for a period of one year with effect from 1st April 1966. He was continued for one more year from 1st April 1967 through another letter of appointment issued to him. As per the terms of this letter, his appointment was terminated with effect from 30th April 1968. He is not entitled to be continued in service as of right. The appointment of the workman first party is on contract basis and it is quite legal and proper. It is not correct to say that the termination of his services amounted to victimisation. He has been informed orally to come and receive his arrears of bonus which he has not done so far. He had been paid bonus at 6 per cent of his total earnings at the time of leaving his service for the year 1967-68. He was 57 years at the time of his appointment on 31st March 1967. He has now reached the age of superannuation. Hence the termination of his service as made by the second party is quite legal and proper.

5. On these pleadings, the following issues were framed:—

1. Whether the work performed by Sri D. J. S. Monterio was of a permanent nature?
2. Whether the appointment of the above workman on contract amounts to unfair labour practice and against existing practice of employment?
3. Is it open to the II party management to terminate the services of the employee without valid grounds of misconduct or physical unfitness?
4. Is the termination done as a measure of victimization?
5. Does the termination amount to termination simpliciter and invalid in law?
6. Is the termination justified on any ground and if not whether the workman is entitled for reinstatement with back wages?

6. On the date of hearing both the parties filed a memo of settlement and requested that the dispute between them is settled amicably as per terms of the settlement and an award be passed accordingly. Both the parties admit the contents of the memo of settlement.

7. On going through the memo of settlement I find that it is in the benefit of the workman first party who has been paid a sum of Rs. 350 as *ex gratia* payment in full settlement of his claim. He does not press his claim for reinstatement. The settlement is quite fair and reasonable. I, therefore, pass the following award.

AWARD.

Award is passed in terms of the joint memo of settlement, which shall be annexure to the award. Submit copy of the award to the Government as per Sec. 15 of the Industrial

Disputes Act for needful action under Sec. 17 of the said Act.
No order as to costs.

Dictated to the stenographer, transcribed and then pronounced
in open Court this 17th December 1970.

(Sd) S. B. SAWKAR,
*District Judge and Ex-Officio
Presiding Officer, Labour Court,
Chikmagalur.*

“True Copy”

S. B. SAWKAR,
*District Judge and Ex-Officio,
Presiding Officer, Labour Court,
Chikmagalur.*

Annexure to the Award.

In the Court of the District Judge and *Ex-Officio* Presiding
Officer, Labour Court, Chikmagalur.

Reference No. 22/70.

I Party.—Sri D. J. S. Monterio, Staff Member, Pompe
Bandara Estate, Hosur P. O., represented by the
Estates Staffs Union of South India, ESUSI HOUSE,
Vijayapura, Chikmagalur.

Vs.

II Party.—The Management, Pompe Bandara Estate,
Hosur P. O., via Jayapura, Chikmagalur District.

Joint Memo of Settlement.

May it please your Honour:—

Beth the parties to the above reference beg to submit to the Hon'ble Court that they have settled amicably the issues arising out of the above reference on the following terms:—

1. The II party Management agrees to pay Sri D. J. S. Monterio a sum of Rupees three hundred fifty only (Rs. 350) as *ex gratia* payment.
2. The workman Sri D. J. S. Monterio in view of the above does not press for his claim for reinstatement.
3. The amount will be paid to Sri D J.S. Monterio by the II party Management by cheque.
4. Both the partes agree tot he above terms in full and final settlement of all the claims arising out of this reference.

In view of the above both parties pray that the Hon'ble Court may be pleased to pass an award in terms of the above settlement.

Dated this the 17th day of December 1970.

For the Ist Party.

Sd/-Pinto (Initial not clear).

For the II Party.

Sd. K. Ramadas.

"TRUE COPY"

S. B. SAWKAR,

District Judge and Ex-Officio P. O.

Labour Court, Chikmagalur.